

CERTIFICATION REGARDING THE USE OF RIGHTS GUARD TECHNICAL DATA

- a. The bidder/offeror certifies that he will observe the following data disclosure and use restrictions on all data claimed to be proprietary to the Boeing Company (hereafter called "Rights Guard Technical Data"):
1. Rights Guard Technical Data shall not be reproduced, in whole or in part, except as required to respond to the Rights Guard Solicitation, or to perform any resulting Rights Guard Contract.
 2. Rights Guard Technical Data shall not be incorporated, in whole or in part, into other documentation, nor shall it be otherwise utilized except as required to respond to the Rights Guard Contract.
 3. Rights Guard Technical Data shall not be disclosed, in whole or in part, to any other person or entity and shall be disclosed within bidder's/offeror's company only to those employees having a need to know for the purpose of responding to the Rights Guard Solicitation or performing any resulting Rights Guard Contract.
 4. Rights Guard Technical Data will be returned or destroyed by all unsuccessful bidders/offerors promptly upon the award of a contract, and by each contractor promptly upon completion of contract performance. Mylars are not to be returned, but certification that they have been destroyed will be furnished. Simultaneously with the return or destruction of all such data, the respective bidder/offeror/contractor shall provide to the government a certification that all Rights Guard Technical Data has been returned or destroyed, as appropriate. This certification shall contain complete listing by drawing number or document number of the data destroyed. Failure to take such actions shall be grounds for removal of the bidder/offeror/contractor from qualifying bidders lists for all Rights Guard Procurements.
- b. CAUTION: The Government will notify The Boeing Company of an actual or suspected breach of the restrictions set forth in this certificate which may come within its knowledge. A violation of such restrictions may be grounds for legal proceedings against the violators by the Government and/or by The Boeing Company.
- c. Rights Guard Certifications shall be made a part of the Government's contract file to which the certification pertains. This file and any related documentation shall be made available to The Boeing Company upon request.

Company Name, Address & Mfg Code

Signature

Typed Name

Date

- NOTE #1 Rights Guard Certifications that contain alterations deletions or additions will not be accepted, and no Rights Guard Technical Data will be transmitted to any bidder/offeror until an unaltered, properly executed Rights Guard Certification has been received by the Government.
- NOTE #2 Any previous unmarked KC-135R Data previously furnished by the U.S. Air Force and not having the "Boeings Proprietary Rights Legend" on it will be marked with the following legend before use of such data:

Government Purpose License Legend

Contract No. Settlement Agreement in CL. ct. No. 309-89C

Contractor: The Boeing Company

Government Purpose License Rights shall be effective until otherwise mutually agreed by the government and Boeing.

The restrictions governing use of technical data marked with this legend are set forth in the definition of "Government Purpose License Rights" in paragraph (a)(14) of the clause at DFARS 252.227-7013 (Oct 1988). This legend, together with the indications of the portions of this data which are subject to Government purpose license rights, shall be included on any reproduction thereof which includes any part of the portions subject to such limitations.